

**State of New Hampshire
Department of Health and Human Services
Division of Community Based Care Services
Bureau of Elderly and Adult Services**



**Request for Proposals
for
DEAFNESS AND HEARING LOSS
ACCESS AND SUPPORT SERVICES**

State Fiscal Years 2010-2011

Release Date: March 13, 2009

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REQUEST FOR PROPOSALS

FULL TITLE: Deafness and Hearing Loss Access and Support Services for SFY's 2010 and 2011

SHORT TITLE: DHLA and SS SFY's 2010 and 2011

OWNER: Division of Community Based Care, Bureau of Elderly and Adult Services

RFP NUMBER: 10-DCBCS-BEAS-DHLA and SS-02

RFP Issued By: Nancy L. Rollins, Associate Commissioner
Division of Community Based Care
Bureau of Elderly and Adult Services

I. STATEMENT OF PURPOSE

The New Hampshire Department of Health and Human Services (DHHS), Division of Community Based Care Services, through its Bureau of Elderly and Adult Services is soliciting proposals to meet the communication access and service delivery needs of the deaf and hard of hearing individuals who are clients, applicants, and staff of the Bureau of Elderly and Adult Services (BEAS), the Division of Children, Youth and Family (DCYF), Division of Family Assistance (DFA), Division of Child Support (DCS), and the Multiple Offender Program of the Division of Public Health (DPH).

BEAS will enter into a contract with the selected bidder to ensure that Deafness and Hearing Loss Access and Support Services are available throughout the State. The components of this service include the following: Referral/finder services; Communication Access Services (CAS), DHHS Communication Access Facilitation (CAF), Hearing Assistance Technology Orientation (HATO), Communication Access Technology, Educational workshops/training and payment of DHHS approved invoices for interpreter services.

Communication Access Services shall include but is not limited to: Licensed Sign Language/Oral Interpreters, Communication Access Real Time Reporters (CART-), C-Print Transcription Services, Remote Interpreter and CART Services, Deaf-blind Tactile Interpreters and Assistive Listening Devices (ALD).

This proposal covers both State Fiscal Years 2010 and 2011, however, the contract will be awarded for a one-year period based upon the assumption of level funding to BEAS and amended, as necessary, based upon actual appropriations. BEAS will retain the option to renew the contract for an additional twelve months at its discretion, and upon approval of Governor and Executive Council. Due to systems transformation and the state of the economy, BEAS is evaluating its processes for delivering services to clients and for conducting business in order to improve effectiveness and efficiencies.

The contract will be effective July 1, 2009 through June 30, 2010 upon approval of the Governor and Executive Council.

II. VENDOR INQUIRES AND POINT OF CONTACT

Any contact or correspondence relating to this RFP shall be with:

Catherine A. Cormier, Contract Administrator
Bureau of Elderly and Adult Services
129 Pleasant Street, Brown Building
Concord, NH 03301
Telephone (603) 271-7015
catherine.a.cormier@dhhs.state.nh.us

III. SCHEDULE OF EVENTS AND DEADLINES

<u>DATE</u>	<u>ACTIVITY</u>
March 13, 14, 15, 2009	Public Notice in Newspapers and DHHS Website
March 19, 2009	Mandatory Non-binding <u>Letter of Intent due by 4:00 PM EST.</u>
March 20, 2009	Forms sent to Bidders who submitted a Letter of Intent
April 1, 2009	<u>Proposals Due by 4:00 PM EST.</u>
April 1-2, 2009*	Review and Evaluation of Proposals.
April 7, 2009*	Notification to all Bidders of outcome of review process. Contracts sent to selected Bidders for execution.
April 17, 2009*	Executed contracts received at BEAS.
June, 2009	Approval by Governor and Executive Council.

*BEAS reserves the right to adjust these dates, either moving a date earlier or later in the calendar. The primary consideration in adjustment of dates shall be to ensure the earliest possible Governor and Executive Council approval of a contract awarded as a result of this RFP

IV. VENDOR INSTRUCTIONS AND INFORMATION

A. INTENTION TO BID

Vendors who intend to submit a proposal in response to this RFP shall submit a non-binding letter of intent that shall reference the title and number of this RFP and shall be submitted in accordance with the schedule of events identified in Section III. The letter of intent shall be submitted via U.S. mail or hand delivered. The letter of intent shall be addressed to the person named in Section II.

If a letter of intent is not received by the required date and time, a proposal will not be accepted.

Letters of Intent should contain the following:

- Signature of person authorized to sign proposals for the organization submitting the bid.
- Prospective Bidder's name, street and mailing addresses, e-mail address and name, phone number, and title of a contact person.
- Identify if you want to receive a hard copy of the proposal or if you prefer to receive forms electronically or on a diskette.
- Identify the name of service(s), number of units/funds and the location(s) to be served.
- Identify any increase in units/funds requested over State Fiscal Year 2009 contract amount and location(s) to be served.
- State if Bidder is not currently contracted with the Bureau of Elderly and Adult Services to provide the service(s) and location(s) identified in this Letter of Intent

B. BIDDERS CONFERENCE

Not applicable to this RFP.

C. BIDDER ELIGIBILITY

Proposals may be submitted by any established non-profit corporation, public agency (agency or department of municipal, county, or state government); or by private proprietorships, partnerships, or corporations; or by a consortium of public, non-profit, and private entities. In the case of collaborative proposals, one organization shall be designated to enter into a contractual relationship with BEAS.

Bidders shall be in good standing with the Secretary of State to do business in New Hampshire and be in compliance with all federal, state and local licensing requirements. Bidder's not currently registered in New Hampshire must provide assurance that they will register to do business in New Hampshire prior to submittal of the contract to Governor and Council for approval. See attachment Exhibit A, Scope of Service for other required qualifications.

In accordance with the following requirement of the Code of Federal Regulations (45 C.F.R. 92.35), the State will not enter into a contract with an entity or individual who is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".

D. FUNDING/BUDGET

A contract will be funded subject to the availability of funds for State Fiscal Year (SFY) 2010 and if renewed, for SFY 2011. DHHS, under this RFP, has allocated an amount up to \$107,179 for SFY 2010 and if renewed, an amount up to \$107,179 for SFY 2011.

The source of funds for this RFP is a combination of Older American's Act, Social Services Block Grant, and other funds provided by DHHS.

Services provided with Older American's Act funds are provided to individuals age sixty and older and requires a local share 10% matching funds. To meet this requirement funds may include up to 50% of in-kind match. Federal funds may not be used for the remaining cash match. BEAS is allocating \$40,000.00 of Older American's Act funds for each year of this contract. Of this amount 55.32% are federal dollars that require a 10% match.

Bidders shall complete the Budget and Personnel Forms in an amount not to exceed \$107,179 for each State Fiscal Year.

Requests for funding for services that exceed Bidders SFY 2008 usage and SFY 2009 projected usage shall be identified in Section VI Vendor Proposal Requirements, #7 Detailed Response to Exhibit A Scope of Services for Deafness and Hearing Loss Access and Support Services.

During the contract period BEAS may adjust contract amounts based upon utilization, fiscal expenditure and other contract requirements. Any reallocations will be carried out through the contract amendment process. See Attachment: Exhibit A Scope of Service.

When bidding on a service for the first time, Bidders shall provide any applicable historical data that was not included in the Executive Summary that will demonstrate how your organization has addressed the needs of the target population and/or the area identified in your bid and that your budget reflects that need.

E. APPROPRIATE USE OF FUNDS

Funds awarded shall be used solely to support the services described herein.

F. GENERAL INFORMATION

Copies of this Request for Proposals (RFP) and accompanying attachments are available and can be downloaded from our website at: <http://www.dhhs.nh.gov/DHHS/OBO/LIBRARY/RFP/default.htm>.

In order to view the complete RFP you must have Adobe Reader 5.0 or higher. Forms on the web site cannot be used for data entry.

Procurement shall be in accordance with standard state procedures provided for in the State Manual of Procedures.

Requests for Proposals (RFP) will be distributed to any interested party.

Upon request of the Bidder, BEAS shall provide Bidders with RFP Forms by one of the following methods: electronically, on a diskette or mailed. Hard copies (original plus 2 copies) of completed forms must be returned with the proposal.

G. BID CHANGES

Proposals remain the property of the Bidder until such time as the Bid Opening. Changes to the proposal by the Bidder may be made until that time.

The authorized person signing the proposal must make requests for return of the proposal for changes, or for any other reason, in writing. Requests for return should be directed to the Contract Administrator.

Any proposal received by the State prior to the Bid Opening will be returned to the Bidder upon written request. Any proposal which has been opened by the Bidder prior to the Bid Opening must be resealed by the Bidder and returned to the Contract Administrator by the Bid Opening deadline.

Changes to the proposal will not be made by the State at any time.

H. BID CLOSING

The deadline for proposal submission shall be April 1, 2009 at 4:00 PM, EST. Proposals will be opened and recorded at that time.

Any proposal received after the Bid Closing shall be considered technically non-responsive, will be disallowed, and the Bidder will be so notified.

The responsibility for submitting a response to this RFP on or before the stated time and date will rest solely and strictly with the Bidder. The BEAS will in no way be responsible for delays in delivery caused by the U.S. Postal Services or other couriers, or caused by any other occurrence. All proposals once opened and recorded become the property of the State of New Hampshire and will be a matter of public record, and no further changes by the Bidder will be allowed.

I. ADDITIONAL INFORMATION: NON-COMMITMENT OF THE STATE

The solicitation of bids by this RFP does not commit the State to award a contract to any RFP respondent. The State reserves the right to accept or reject any or all proposals and to cancel this RFP in whole or in part upon the written or published notice of intent to do so.

The State shall not be financially responsible for any costs incurred for the preparation of the proposal nor commitment made by the applicant in anticipation of a contract award.

Financial commitment by the State will not occur until such time as the Governor of the State of New Hampshire and the Honorable Executive Council approves a contract.

V. SCOPE OF SERVICE

Bidders shall address the requirements detailed in Exhibit A Scope of Service located in the Attachment Section of this RFP. Bidders shall follow the instructions found in Section VI Vendor Proposal Requirements and the information available in Section VII Process for Evaluation and Selection to ensure they meet all requirements of this RFP.

All services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.

A Performance Management System encompasses the following components: performance standards, performance measures, progress reports and quality improvement. Together they provide a system that can be used to improve and ensure the delivery of services. Bidder shall address these components for each service/program they are requesting funds for in their bid.

The Attachment Section of this RFP contains Exhibit A Scope of Service, which identifies the specific service/program requirements as well as other terms and conditions.

VI. VENDOR PROPOSAL REQUIREMENTS

A. FORMAT

1. Signature: The proposal must be signed in the manner described on the Cover Sheet in order to be accepted for consideration.
2. Bids shall be typewritten and shall not be bound or stapled, but clipped in the upper left hand corner.
3. Bids shall be submitted in a SEALED envelope clearly marked "Proposal Enclosed" and received by BEAS no later than 4:00 PM. EST on April 1, 2009.
4. Bids may be mailed or hand-delivered. If mailed, it is recommended that certified mail or a commercial carrier be used, with proof of receipt requested.
 - One (1) original proposal with all appendices. The original copy should be marked "ORIGINAL" in the upper right hand corner of the cover page.
 - Two (2) copies of the main body of the proposal (Bidders are not required to send additional copies of the appendices).

5. SUBMIT TO

NH Department of Health and Human Services
Bureau of Elderly and Adult Services
129 Pleasant Street
Concord, NH 03301-3587
ATTN: Catherine A. Cormier, Contract Administrator

B. CONTENT

The following required materials should be submitted to BEAS in order for a proposal to be complete:

Proposals shall follow the outline presented in this section and are required to contain all listed components as follows:

1. Cover Sheet

Bidders shall complete and sign as instructed. See Attachment, Cover Sheet and instructions.

2. Table of Contents

3. Proposal Check List

4. Executive Summary

A summary of the RFP using the RFP format that demonstrates Bidder's understanding of the required elements, a clear statement as to how they meet those elements including the methods, technology and staff resources to be employed. At a minimum the summary should include a brief summary of your agency's programs and services, number and type of employees, and geographic area served. Bidders should describe qualities they believe may distinguish them from other Bidders. The executive summary may not exceed two pages. The Executive Summary is an integral component of the proposal and review process and must be prepared as a stand-alone component.

5. Insurance Acknowledgement Form

Complete and sign attached form as instructed.

6. Demonstrated capacity to provide services

A. Bidder's Background and Experience

General

Provides proof of capability to carry out the performance required by the State of New Hampshire and suitable evidence of the financial ability of the Bidder and any parent organization to perform contracted services.

Specific

- 1) Describe specific background and experience in providing the service(s) and how it relates to the goals and priorities of these service(s) as they are identified in this RFP. See Attachment: Exhibit A Scope of Service.
- 2) Demonstrate knowledge of New Hampshire's long term care service delivery system and needs of the target population;
- 3) Describe any arrangements for coordination of services and exchange of information with the communities human service provider system. Attach copies of appropriate contractual agreements, memoranda of understanding, or letters of support summarizing the nature of the collaboration and indicating the level of support.

- 4) Evidence of Bidder's experience in working with State government programs in providing services being bid, if applicable. (See Sections II and VII regarding communication restrictions.)
- 5) Identify any concerns/issues related to the following:
 - Any licensing violations/deficiencies received from any local, state or federal authority within the past five years and any related corrective action plans and current status.
 - Any issues that may be barriers to the successful delivery of services to clients in the identified catchment area. Measures that have been taken to address these issues and reported outcomes.
 - Any fiscal concerns such as failure to reconcile units on a quarterly basis, submit quarterly financial reports and monthly invoices according to due dates. Measures that have been taken to address these issues and reported outcomes.
- 6) New Bidders shall provide at least three (3) letters of recommendation from community service providers that support your qualifications and abilities to provide the services for which you are submitting a bid.

B. Subcontractor Profile

Bidders proposing to employ subcontractors to perform a part of the work specified in this RFP shall provide the following:

- 1) Identifying information
- 2) Background and experience

7. Detailed Response to Exhibit A Scope of Service/Communication Access Services

The Exhibit A Scope of Service includes the services that are open to bid under this RFP with specific descriptions and requirements as well as other general terms and conditions.

A. Exhibit A Section I: Service/program and Administrative Requirements

- 1) Specific service/program requirements as specified in Exhibit A Scope of Service, Section I: located in the Attachment Section of this RFP.

Response format

Provide a concise and complete narrative following the format of Exhibit A Scope of Services that describes how you will meet the stated requirements.

Your response should also include the following

- Describe briefly how and by whom (i.e. type of staff by title) each service/requirement will be provided.
- Describe how you will ensure that direct care staff/volunteers will be available to provide services; particularly in locations you may historically have difficulty serving. Emphasis is placed on demonstrated ability to serve high priority populations such as persons in need of protective services.
- Describe operationally the action steps to be taken to achieve the following:
 - Proposed performance measures;
 - Reporting quarterly outcomes and steps to improve outcomes that don't meet your contracted goals.

Describe an outreach plan that targets eligible clients as detailed in this RFP. Include target population, methods of outreach to be utilized and anticipated outcomes

B. Exhibit A Section II: Other Terms and Conditions

1) Bidders shall address each of the following requirements:

These requirements are located in Exhibit A Scope of Service for Communication Support Services, Section II: Other terms and conditions.

1. Quality Assurance

Submit a copy of your Quality Assurance Plan.

Describe your method/process for obtaining quality satisfaction data from BEAS recipients.

Submit a copy of your most recent Quality Assurance Review.

2. Termination Plan/Assurance

Bidder shall describe their Termination Plan and how it will meet requirements identified in Exhibit A Scope of Service, Section II: Other terms and conditions.

3. Consumer Grievance Process

Bidder shall describe their Consumer Grievance Process and how it meets requirements identified in Exhibit A Scope of Service, Section II: Other terms and conditions.

4. Transition Process

Bidder shall describe their Transition Process and how it meets requirements identified in this RFP.

C. Service Units/Dollars requested

Bidders shall identify the # units/clients/dollars that you can provide based on the amount of funding allocated per service at the current reimbursement rate by completing the tables below.

Refer to: DHHS' current reimbursement rates and budget requirements identified in Exhibit A Scope of Service.

Note: BEAS does not anticipate additional funds for new or expanded services in the upcoming biennium; however, Bidders should identify their need for additional dollars/rates so that information can be evaluated in the bid review process for future amendments pending funding availability and need.

New Bidders: Bidders who currently do not contract with BEAS to provide these services, shall provide only SFY 2010 and SFY 2011 requested information below.

CAS Referral/finder services (Note: # of referrals in a fiscal year is about 190) Exhibit A Scope of Service, Section # I, # 1				
Identify the number of DHHS CAS referrals received and filled in State Fiscal Year 2008, projected for SFY 2009, 2010 and 2011. Maximum DHHS Reimbursement is \$9,500 per year.				
SFY	# CAS referrals received	# CAS referrals completely filled	# DHHS CAS projected referrals you anticipate filling	# DHHS CAS referrals that exceed SFY 2008
2008			NA	NA
2009			NA	NA
2010	NA	NA		
2011	NA	NA		

Communication Access Services (CAS) provider services for persons seeking information, assistance or education from DHHS specific program areas. See Exhibit A Scope of Service, Section I, # 2		
Identify the dollar amount of DHHS approved provider payments for CAS interpreter services projected to be provided by the two major types listed below in State Fiscal Year 2010 and State Fiscal Year 2011. Maximum DHHS Reimbursement is \$18,679 per year. In the bottom row identify the DHHS CAS services projected dollars that exceed the SFY 2008 contract.		
SFY	Sign Language/Oral Interpreter services	CART services/ C-Print
2010	\$	\$
2011	\$	\$
\$ that exceed SFY 2008	\$	\$

**Communication Access Services (CAS) provider services supporting participation in DHHS sponsored conferences, presentations, forums and meetings.
See Exhibit A Scope of Service, Section I, # 2**

Identify the dollar amount of DHHS approved provider payments for CAS interpreter services projected to be provided by the two major types listed below in State Fiscal Year 2010 and State Fiscal Year 2011 for the above stated venues. **Maximum DHHS Reimbursement is \$13,500 per year.** In the bottom row identify the DHHS CAS services projected dollars that exceed the SFY 2008 contract.

SFY	Sign Language/Oral Interpreter services	CART services/ C-Print
2010	\$	\$
2011	\$	\$
\$ that exceed SFY 2008	\$	\$

**Communication Access Services (CAS) foreign language interpreter services
See Exhibit A Scope of Service, Section I, # 2 Note that Contractor will not secure foreign language providers, but will process payments to them under this contract.**

Identify the dollar amount of DHHS approved provider payments for foreign language interpreter services projected to be provided in State Fiscal Year 2010 and State Fiscal Year 2011. **Maximum DHHS Reimbursement is \$11,000 per year.** In the bottom row identify projected dollars that exceed the SFY 2008 contract.

SFY	Foreign Language Interpreter services	
2010	\$	
2011	\$	
\$ that exceed SFY 2008	\$	

Communication Access Services (CAS) for Division of Public Health’s Multiple Offender Program

See Exhibit A Scope of Service, Section I, # 2 Note that Contractor will not secure interpreters for this program, but will process payments to them under this contract.

Identify the dollar amount of DHHS approved provider payments for interpreter services for the Multiple Offender Program projected to be provided in State Fiscal Year 2010 and State Fiscal Year 2011. **Maximum DHHS Reimbursement is \$19,875.00 per year.** In the bottom row identify projected dollars that exceed the SFY 2008 contract.

SFY	Multiple Offender Program Interpreter services	
2010	\$	
2011	\$	
\$ that exceed SFY 2008	\$	

DHHS Communication Access Facilitation (DHHS-CAF)			
Exhibit A Scope of Service Section I, # 3			
Identify the following numbers for DHHS Communication Access Facilitation (DHHS-CAF). Maximum DHHS Reimbursement is \$9,000 per year. In the bottom row identify the DHHS-CAF projected numbers that exceed the SFY 2008 contract for Community CAS.			
SFY	DHHS Communication Access Facilitation # Clients	DHHS Communication Access Facilitation # Unit/15 min.	DHHS Communication Access Facilitation # Miles
2010			
2011			

Hearing Assistance Technology Orientation (HATO)			
Exhibit A Scope of Service Section I, # 4			
Identify the numbers below for HATO. Maximum DHHS Reimbursement is \$9,000 per year. In the bottom row identify the HATO projected numbers that exceed the SFY 2008 contract.			
SFY	HATO # Clients	HATO # Unit/15 min.	HATO # Miles
2010			
2011			

Communication Access Services Technology				
Exhibit A Scope of Service Section I, # 5				
Identify the amount of DHHS CAS technology to be provided in State Fiscal Year 2010 and State Fiscal Year 2011. Maximum DHHS Reimbursement is \$2,000 per year. In the bottom row identify the projected numbers that exceed the SFY 2008 contract.				
SFY	New CAS Technology Purchases	Assistive Listening Devices Handling Fees	DHHS Communication Access Facilitation # Miles	DHHS Communication Access Facilitation # Miles
2010	\$	\$	\$	\$
2011	\$	\$	\$	\$
	\$	\$	\$	\$

Educational Workshops/Training (Provided directly by Contractor) Exhibit A Scope of Service, Section I, # 6		
Complete the following information. Maximum DHHS Reimbursement is \$3,000 per year. In the bottom row identify the Workshops and Training projected that exceed the SFY 2008 contract.		
SFY	Educational Activities: # Workshops/ Training Sessions Bidder will provide.	Estimated cost per Workshop/Training including Bidder's Speaking Fees and mileage.
2010	\$	
2011	\$	\$
\$ that exceed SFY 2008	\$	\$

Education Workshops/Training (Non-contractor provided) Exhibit A Scope of Service, Section I, # 6		
Complete the following information. Maximum DHHS Reimbursement is \$1,000 per year.		
SFY	Educational Activities: # Non Contractor Workshops/ Training Sessions	Estimated cost per Non-Contractor Workshop/Training including Speaker Fees and mileage.
2010	\$	
2011	\$	\$
\$ that exceed SFY 2008	\$	\$

Educational Workshops/Training (Sign Language training) Exhibit A Scope of Service Section I, #6		
Complete the following information. Maximum DHHS Reimbursement is \$3,500 per year.		
SFY	Educational Activities: # Individualized sign language classes	Total estimated cost for individualized sign language classes
2010		\$
2011		\$

Invoice processing/payments for CAS interpreters identified in Exhibit A and including the Multiple Offender Program and for foreign language interpreters. Exhibit A Scope of Service Section I, # 7		
Complete the following information. Maximum DHHS Reimbursement is \$7,125 per year. In the bottom row identify the Invoices processing/payments projected amounts that exceed the SFY 2008 contract.		
SFY	Invoice Processing/Payment Activities # of Invoices Bidder will process and pay.	Invoice Processing/Payment Activities Cost per Invoice
2010		\$
2011		\$

8. Budget and Justification

A. Budget forms and line item narratives must be provided for each service and year for which you are bidding. See Attachments: Forms, Budget and instructions.

B. Title III, Source of Funds Matching Requirement

Required for Title III Services only, local share of matching funds must be at least 10% of Title III funds. The source and amounts of local share match revenue must be identified. See Attachment: Forms, Budget and instructions.

C. Personnel Form and Resumes

Proposals must contain the resumes of key personnel who have primary responsibility for the delivery of the contracted services. Bidders shall confirm that all key personnel shall be qualified to perform such services by virtue of experience, education and training. Each resume must clearly indicate the qualifications and responsibilities to be assigned to the individuals identified. BEAS will review and approve all key staff and may disapprove any individuals. During the life of the contract, except for termination of employment, any proposed changes to key staff must be reported to BEAS in writing.

Complete attached Personnel Form as instructed.

If BEAS awards vary from the bid amount the Bidder will be required to resubmit a Personnel Form with their contract that reflects the amount awarded.

9. Appendices

- Agency Mission Statement
- Organizational By-Laws
- Articles of Incorporation

- Civil Rights and Americans Disabilities Act Information form (See Attachment, Civil Rights and Americans Disabilities Act Information)
- Audit Report & Management letter (the audited financial statements of the Applicant's most recent fiscal year)
- Current Operating Budget
- Most recent financial statements
- Current Certificate of Good Standing (issued by the New Hampshire Secretary of State on or after December 31, 2005 for Non profits and April 1, 2008 or later for other entities)
- A printout from the Secretary of State website showing the entity's date of creation.
- Current and legible resumes of key staff
- Job descriptions for key personnel for unfilled positions
- ACCORD Certificate of Comprehensive General Liability and Workers Compensation Insurance coverage as required in Standard State Contract (P-37).
- A current list of Board of Directors
- Copies of license/permits required by law for each service/site where services are provided, if applicable.

VII: PROCESS FOR EVALUATION AND SELECTION

A, SELECTION PROCESS

1. Evaluation and Process

- a. Evaluation Criteria/Procedural: The proposal shall be subject to a procedural review by the Contract Administrator prior to any other evaluation reviews to ensure the following:
 - Proposal conforms in form and format to the instructions contained within the RFP;
 - is complete;
 - is properly executed, and
 - contains all required supporting documentation.
- b. A committee appointed by the BEAS Bureau Administrator shall evaluate each proposal. Committee members participating in this process will testify in writing that for each entity that submits a proposal which the reviewer is evaluating, that they have not been a former employee or officer or have any affiliation with such entity within the past twelve months that would impact their ability to be objective of the entity whose bid is being evaluated by the reviewer.

- c. The evaluation committee will recommend those proposals which, based on the criteria outlined in this RFP, should be funded. The final decision regarding selection rests with the BEAS Bureau Administrator.
- d. Each proposal will be evaluated on the basis of the evaluation criteria identified below. Based on the results of the evaluation, the proposals determined to be most advantageous to the State, taking into account all the evaluation factors, may be selected by the State for further consideration.
- e. Bidder may not contact members of the Evaluation Committee or BEAS staff regarding the Proposal after the submission of bids. Any such contacts will result in the disqualification of the proposal. All questions will be addressed to the Contract Administrator as identified under Section I Statement of Purpose.
- f. BEAS is under no obligation to contact Bidders for clarification of proposals, but reserves the right to do so at any time prior to contract award. The Contract Administrator will make any such requests in writing. Any additional information requested and received will be considered an attachment to the proposal and will be used in the evaluation process.
- g. BEAS reserves the right to reject any proposal that lacks necessary information to be evaluated.
- h. Bidders will be notified in writing as to the outcome of the evaluation process.

2. Negotiations

BEAS expects that each Bidder will put forth a definitive cost proposal. BEAS, however, reserves the right to seek a "BEST AND FINAL OFFER" and will provide the Bidder the opportunity to amend their original proposal to better meet the objectives of the RFP. BEAS reserves the right whether or not to exercise this option.

3. Oral Presentations

Not required for this RFP.

4. Discussion After Awards

A letter of notification of selection or non-selection will be sent to all Bidders. After the issuance of notification letters, Bidders may request an opportunity to:

- a. Discuss with DHHS administrative staff the reasons for not being selected.
- b. Receive recommendations that may make future proposals more effective.

Such requests shall be submitted in writing to:

Nancy L. Rollins, Associate Commissioner
Division of Community Based Care
129 Pleasant Street, Brown Building
Concord, New Hampshire 03301-3857

Such requests are not considered appeals. Selection decisions are final pending Governor and Council approval. Once a Bidder has submitted a letter, DHHS will attempt to accommodate such requests within a reasonable time.

B. EVALUATION CRITERIA

The Evaluation and scoring shall include, but is not limited to, the following:

1. Executive Summary (Not rated)

2. Agency Capacity (30 Points)

- Demonstrated history of Bidder's organization and a summary of qualifications as described in Section VI Vendor Proposal Requirements, and Section IV C. Bidder Eligibility.
- How well the overall mission, program and services of the organization relate to the service(s) programs goals and priorities as described in this RFP.
- The Bidder's demonstrated experience and overall ability to provide service(s) shall include an evaluation of the following:
 - State Fiscal Years 2008-2009 existing/projected contractor's performance outcomes and how they support the level of services being requested.
 - The availability of qualified and experienced personnel to support proposed level of services requested.
 - Extent of knowledge and experience with State's long term care service delivery system and the needs of target populations.
 - The availability of adequate facilities, general environment, and resources to support the proposed service(s)/program.
 - The most recent financial statements and most recent audited financial statements with management letter, if any, and current operating budget demonstrates financial solvency.
 - Adequacy of plans for the administration of the program.
 - Meets all federal state and local requirements and provides safe and accessible services.
- Bidder clearly describes arrangements for coordination of services and exchange of information with community service providers. Copies of subcontracts or memorandums of understanding, letters of support are provided as applicable summarizing clearly the nature of the collaboration and level of support

3. Detailed Response to Exhibit A Scope of Services (50 Points)

Exhibit A Scope of Services: Section I: Service/Program Requirements

The extent to which the following is addressed:

- A separate narrative response addressing how the requirements for each service being bid will be met is clear and concise and meets stated service requirements.
- How bidder will have sufficient direct care staff/volunteers available to provide services; particularly in locations bidder may historically have difficulty serving.
- Emphasis is placed on demonstrated ability to serve high priority populations such as persons in need of protective services.
- An outreach plan that enrolls and maintains clients for services is addressed and includes the target population, methods of outreach to be utilized and anticipated outcomes.
- Narrative describing operationally how the contracted performance measures will be reached is clear, concise and includes realistic action steps to ensure contracted outcomes are met.
- The populations and geographical areas to be served meet the requirements of this RFP.

Exhibit A Scope of Services: Section II: Other terms and conditions

The extent to which the following requirements are addressed:

- Quality Assurance
 - Bidder has explained how it meets requirements identified in this RFP.
- Termination Plan/Assurance
 - Termination Plan meets requirements identified in this RFP.
- Consumer Grievance Process
 - Consumer Grievance Process meets requirements identified in this RFP.
- Transition Process
 - Transition Process meets requirements identified in this RFP.

Exhibit A Scope of Services: Section I, # 1-7

The extent to which the funding requested for the following components meets the requirements of this RFP.

- CAS Referral/finder
- CAS Provider Services (for individuals, conferences, multiple offender program, and foreign language)
- CAS Facilitation
- Hearing Assistance Technology (HATO)
- CAS Technology

- Education Workshop/Training (Provided by Contractor/ non-Contractor/Sign Language Training)
- Invoice processing/payments

4. Budget and Justification (15 Points)

- Provides a program budget in the format provided for each service bid.
- Line item budget narrative for each service bid in the format provided; also identify what % of the total agency budget for each service is funded by BEAS under this RFP.
- Lists all sources of revenue including BEAS funding and list all in-kind donations in the format provided.
- Describes plans to obtain or sustain financial support from sources other than BEAS.

5. Format (5 Points)

The extent to which the proposal adheres to the formatting instructions and directions set forth in this RFP.

6. Additional Considerations (Not rated)

- Licensing Issues
Any licensing violations/deficiencies received from any local, state or federal authority within the past five years and any related corrective action plans and current status.
- Service Delivery
Any issues that may be barriers to the successful delivery of services to clients in the identified catchment area. Measures that have been taken to address these issues and reported outcomes.
- Fiscal Compliance
Any fiscal concerns such as failure to reconcile units on a quarterly basis, submit quarterly financial reports and monthly invoices according to due dates. Measures that have been taken to address these issues and reported outcomes.

VIII. DOCUMENTS FOR CONTRACT APPROVAL

Following selection, contracts (See items 1-6 below) will be forwarded by BEAS to Bidders (those who are awarded a contract) for execution. Items 1-14 below will be submitted to Governor and Executive Council for approval.

1. Signed and notarized General Provisions (P-37) (Form provided by BEAS)
2. Signed and notarized Certificate of Vote (Format provided by BEAS)
3. Exhibit A, Scope of Services
4. Exhibit B, Purchase of Services and budget
5. Exhibit C, Special Provisions

6. Signed Exhibits D, E, F, G & H if federal funds awarded. (Forms provided by BEAS and available in Attachment section of this RFP)
7. Agency Mission Statement
8. Most recent agency audit
9. Key Personnel list (Form provided by BEAS)
10. Resumes of key personnel (Include present position with applying agency)
11. List of agency Board of Directors including addresses
12. Current Certificate of Good Standing from NH Secretary of State
13. Copy of Secretary of State website printout showing entities creation date.
14. Proof of Comprehensive General Liability and Workers Compensation Insurance as required in P-37.

ATTACHMENT SECTION: FORMS

1. Check list
2. Cover sheet with instructions
3. Personnel Forms with instructions
4. Exhibit B-1 Budget Form with instructions
5. Civil Rights/ Americans Disability Act Form
6. Insurance Acknowledgement Form

CHECKLIST

PROPOSAL:	Check	APPENDICES ITEMS:	Check
Submit Original & 2 copies and one electronic copy		Submit 1 copy	
Cover Sheet		Agency Mission Statement	
Table of Contents		Organization Chart	
Check List		Agency/Organizational By-Laws	
Executive Summary		Articles of Incorporation	
Bidder's & Subcontractor's Profiles and Specific experience		List of Board Members	
Narrative that addresses Exhibit A Scope of Service, Sections I & II requirements		Licenses/permits required by law	
Tables identifying the # units, and dollars requested		Civil Rights & ADA Information Form	
Program Budget & Narrative		Current Operating Budget	
Personnel Forms		Most recent financial statements	
Insurance Form		Most recent audited financial statement & management letter	
Quality Assurance Plan		Resumes	
Quality Assurance Review		Job Description if position not staffed	
		Certificate of Insurance (ACORD)	
		Certificate of Good Standing issued by SOS & copy of SOS printout with entities date of creation.	

NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE
BUREAU OF ELDERLY AND ADULT SERVICES

SFYS 2010 AND 2011
REQUEST FOR PROPOSALS
COVER SHEET

Bidder Name:	Address:
Project Title:	Project Dates:
Authorized Person:	Contact Person:
Telephone:	Telephone:
E-Mail Address:	E-Mail:
Fax:	Fax:
Mailing address:	Mailing address:
Total amount of Bid: \$	
<p>The Bidder acknowledges that he/she has read the New Hampshire Standard Form Contract (Form P-37, as amended by Exhibit C) and all attachments to this RFP, understands them and agrees to all terms and conditions.</p>	
<p>_____ Signature of Applicant</p>	<p>_____ Date:</p>

Note: Complete this cover sheet using the attached instructions

COVER SHEET INSTRUCTIONS

Bidder Name: Name as it appears on the Certification of Good Standing provided by NH Secretary of State.

DHHS requires that you submit a certificate each time a contract is executed and or amended. The certificate should be submitted to DHHS with your RFP or with your contract if not available earlier.

Voluntary Corporations and Domestic Non-profit corporations were required by the Secretary of State to file a "return" during the calendar year of 2005 (regardless of its date of incorporation) and every five years thereafter, so a Certificate of Good Standing dated from January 1, 2006 would meet the requirements of this RFP.

Other business organizations must submit a Certificate of Good Standing dated April 1, 2008 or later with their proposal and a current copy dated April 1, 2009 must be submitted with the executed contract.

In order to obtain the Certificate of Good Standing, write directly to the Secretary of State, Corporate Division, State House Room 204, 107 North Main Street, Concord, NH 03301-4989. Requests must include the complete name of the company as it is registered with the Office of the Secretary of State and a check made payable to the State of New Hampshire.

In the event that you need to expedite the request, you may fax the request to 603-271-3247 or go in person to request a copy and you will be billed for the expedited service.

Include your mailing address, corresponding check number, telephone and fax numbers. You will receive a fax of the Certificate in addition to a mailed copy.

Bidder Address: Address as identified on Alternate W-9 and actual location(s) of vendor business. Not a PO Box number.

Project Title: As identified by the State in this RFP.

Project Dates: Start and end dates as identified by the State in this RFP.

Authorized Person: Person authorized to bind the vendor to the terms of this RFP and a Standard State Contract (P-37).

Contact Person: Typewritten name of the person responsible for the implementation of this RFP (Project Director).

PERSONNEL FORM INSTRUCTIONS

The Personnel Form (Program Personnel Costs Budget By Service) provides detail confirming that the program-staffing pattern is adequate to generate the program capacity as documented in the Program Budget Form. **Complete a separate Personnel Form for each program service for both fiscal years of the biennium period as follows:**

1. Position Title

- Key Administrative Staff - List position titles of key administrative staff (executive director, etc.) included in the program service.
- Direct Care Staff - List position titles of all direct care staff (i.e. Homemaker, etc.) included in the program service. These titles may be generic.
- Non Key Administrative staff - List position titles of all non key administrative staff (i.e. financial, clerical, etc.) in the program service. These titles may be generic.

2. FTE for Program

- Key Administrative Staff - For each Position Title listed, enter the Program Service full-time equivalent. The full time equivalent is based on the hours worked in this program service only, according to the agency standard work week.
- Direct Care Staff - For each Position Title listed, enter the Program Service full-time equivalent. The full time equivalent is based on the hours worked in this program service only, according to the agency standard workweek. Combine all FTE's of the same generic Position Title on one line.
- Non Key Administrative staff - For each Position Title listed, enter the Program Service full-time equivalent. The full time equivalent is based on the hours worked in this program service only, according to the agency standard workweek. Combine all FTE's of the same generic Position Title on one line.

3. Total Annual Salary

- Key Administrative Staff - Enter the total annual salary for each position title listed.

PERSONNEL FORM INSTRUCTIONS continued

- Direct Care Staff - Enter the total annual salary of all generic position titles listed.
- Non Key Administrative staff - Enter the total annual salary of all generic position titles listed.

4. Salary Allocated to Program

- Key Administrative Staff - Enter the salary amount of each position title that is allocated to the program service.
- Direct Care Staff - Enter the salary amount of all generic position titles that are allocated to the program service.
- Non Key Administrative staff - Enter the salary amount of all generic position titles that are allocated to the program service.

5. Salary Allocated to BEAS

- Key Administrative Staff only – Enter the salary amount of each position title that is funded by BEAS under this program. Do not provide this information for Direct Care and Non Key Administrative Staff (gray area).

Personnel Form - Program Personnel Costs Budget By Service

Agency Name	
Program Service Name	

Position Title	SFY 2010 7/1/09 - 6/30/10			
	FTE for Program	Total Annual Salary	Salary Allocated To Program	Salary Allocated To BEAS

Key Administrative Staff				

Direct Care Staff				

Non Key Administrative Staff				

Total Personnel Costs	0	\$ -	\$ -	\$ -
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Personnel Form - Program Personnel Costs Budget By Service

Agency Name	
Program Service Name	

Position Title	SFY 2011 7/1/10 - 6/30/11			
	FTE for Program	Total Annual Salary	Salary Allocated To Program	Salary Allocated To BEAS

Key Administrative Staff				

Direct Care Staff				

Non Key Administrative Staff				

Total Personnel Costs	0	\$ -	\$ -	\$ -
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PROGRAM BUDGET INSTRUCTIONS

The Program Budget is designed to reflect the annual State Fiscal Year operating costs and revenues of each total program service, not just the portions of the program service supported by BEAS funding. Complete a Program Budget for each program service for each fiscal year of the biennium period as follows:

1. **COSTS:** For each of the cost categories listed, in the amount column enter the total costs for the entire Program Service for which funding support is being requested.

Salaries & Benefits: If you are completing this form using an electronic version, the Personnel Salaries FTE and salary amount from the Personnel Form will be automatically calculated and entered in the appropriate fields under Personnel Salaries. You will need to enter the Fringe Benefits & Payroll Taxes associated with these personnel salaries. If you are completing the forms manually, you will need to enter both salaries and benefits manually. The FTE and Personnel Salaries should correspond with the figures reported on the Personnel Form

Interpreter Services: Costs of non-staff freelance interpreter services required for DHHS Service functions.

Equipment: Costs associated with the purchase and upkeep of DHHS equipment at State Office locations.

Subcontracts: Costs for Program Services which are a primary and integral part of the total program but which are furnished to the program, under contract, by a separate program of another provider.

Other: Costs for all other direct program costs not listed above. Identify in line item narrative.

Occupancy: Costs associated with occupancy, furnishing and maintenance of program facilities, including all utilities (other than telephone), contracted housekeeping, laundry, contracted grounds keeping, routine repair and maintenance, lease and routine replacement (depreciation and finance charges only) of program furnishings and equipment, property and general liability insurance, real estate taxes or payments in lieu of taxes, and all other such expenses.

Agency Administrative Support: This category is for expenses which cross all agency programs and cannot be directly associated with one program or a combination of programs. It includes all expenses reasonably necessary for the policy making, management, and administration of the provider organization as a whole and all other agency activities. It may include office supplies and materials, leasing or routine replacement (depreciation and finance charges only) of office equipment, telephone, costs related to occupancy of administrative premises, advertising and recruitment, postage, printing and reproduction,

Program Budget Instructions continued

administrative and support staff training and travel, officer/director/trustee compensation, parent organization costs, legal, auditing, management consultants and other professional fees, working capital interest, directors and officers insurance, and all other similar or related expenses that are not directly attributed to one or more programs.

2. REVENUES: For each of the revenue categories listed, in the amount column enter the budgeted revenue for the entire Program Service for which funding support is being requested

Federal and State Revenues: Enter the amount of federal and state revenue you are requesting from each of the applicable listed funding sources.

Other Revenue: Enter the amount of revenue you are requesting from all other funding sources.

In kind Revenue: Enter the amount of in kind revenue being contributed to support the entire Program Service. Examples of in kind revenue are occupancy and volunteers.

Total Program Revenues: This is the proposed revenues and should be equal to the Total Program Costs.

3. TITLE III SOURCE OF FUNDS MATCHING REQUIREMENT; **For Title III Services only local share of matching funds must be at least 10% of Title III funds.** Identify the source and amounts of local share match revenue to meet Title III requirements.

AN EXAMPLE OF LOCAL SHARE MATCH REQUIREMENT AMOUNT:

Agency "A" received \$9,000 Title IIIB funds for contract period 7/01/2001 – 6/30/2002
Total IIIB cost is $\$9,000/90\% = \$10,000$
Local Share match requirement is $\$10,000 \times 10\% = \$1,000$

Agency A must show match revenue of at least \$1,000. This amount can be local share, i.e. town, county, United Way, fund raising, Title III donations, other or in-kind match.

Please note **in-kind match cannot be more than 50% of your total local share match requirement.**

For example, Agency "A" in-kind match cannot be more than \$500 ($\$1,000.00 \times 50\%$). The remaining \$500 must be cash. Also, **other federal funds, such as Title XX, Title XX client fees and USDA reimbursement cannot be used to meet your match requirements.**

Program Budget Instructions continued

4. PROGRAM CAPACITY:

Total Program Capacity: Report the operating capacity of the entire Program Service; i.e. total number of units.

Unit Type: Report the type of unit; i.e. hour, day, meal

5. BUDGET NARRATIVE: Please provide a brief budget narrative describing the costs and revenues associated with each budget line item. Identify subcontractors by name and purpose.

Program Budget Form - Program Costs & Revenues Budget By Service

Agency Name	
Program Service Name	

Program Component	SFY 2009 7/1/10 - 6/30/10	
	FTE	Program Amount
		BEAS Amount

COSTS		
Salaries & Benefits		
Personnel Salaries	\$	-
Fringe Benefits & Payroll Taxes		-
Subtotal Salaries & Benefits	\$	-

Other Direct Costs		
Interpreter Services		
Equipment		
Other		
Subtotal Other Direct Costs	\$	-

Occupancy		
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Subtotal Program Costs	\$	-
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Agency Admin. Support		
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TOTAL PROGRAM COSTS	\$	-
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REVENUES		
Federal & State Revenues		
Title IIIB - OAA		
Title IIIC - OAA		
Title IIIE - OAA (Caregiver Support)		
Title XX - SSBG - Non Protective		
Title XX - SSBG - Protective		
NH General Funded Meals		
Other NH General Funds (RSVP, Foster Grandparents, etc)		
USDA Reimbursement		
Other (specify)		
Total Federal & State Revenues	\$	-

Other Revenues		
County		
Towns/Cities		
United Way		
Client Donations		
Fundraising & Contributions		
Other (specify)		
Total Other Revenues	\$	-

Inkind Revenue		
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TOTAL PROGRAM REVENUES	\$	-
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TITLE III SOURCE OF FUNDS MATCHING REQUIREMENT	For the above Title IIIB and Title IIIC revenue sources, identify the sources and amounts of the non-federal 10% match requirement.
---	---

Title IIIB		

Title IIIC		

PROGRAM CAPACITY		
Total program capacity (# of units)		
Unit type (e.g. hour, day, meal)		

Program Budget Form - Program Costs & Revenues Budget By Service

Agency Name	
Program Service Name	

Program Component	SFY 2011 7/1/10 - 6/30/11	
	FTE	Program Amount
	BEAS Amount	

COSTS			
Salaries & Benefits			
Personnel Salaries	\$	-	\$ -
Fringe Benefits & Payroll Taxes			
Subtotal Salaries & Benefits	\$	-	\$ -

Other Direct Costs			
Interpreter Services			
Equipment			
Other			
Subtotal Other Direct Costs	\$	-	\$ -

Occupancy			
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Subtotal Program Costs	\$	-	\$ -
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Agency Admin. Support			
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TOTAL PROGRAM COSTS	\$	-	\$ -
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REVENUES			
Federal & State Revenues			
Title IIIB - OAA			
Title IIIC - OAA			
Title IIIE - OAA (Caregiver Support)			
Title XX - SSBG - Non Protective			
Title XX - SSBG - Protective			
NH General Funded Meals			
Other NH General Funds (RSVP, Foster Grandparents, etc)			
USDA Reimbursement			
Other (specify)			
Total Federal & State Revenues	\$	-	\$ -

Other Revenues			
County			
Towns/Cities			
United Way			
Client Donations			
Fundraising & Contributions			
Other (specify)			
Total Other Revenues	\$	-	\$ -

Inkind Revenue			
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TOTAL PROGRAM REVENUES	\$	-	\$ -
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TITLE III SOURCE OF FUNDS MATCHING REQUIREMENT	For the above Title IIIB and Title IIIC revenue sources, identify the sources and amounts of the non-federal 10% match requirement.
---	---

Title IIIB		

Title IIIC		

PROGRAM CAPACITY		
Total program capacity (# of units)		
Unit type (e.g. hour, day, meal)		

Civil Rights & Americans Disabilities Act Information

a. Does the agency have a non-discrimination notice posted in client service areas?

Yes _____ No _____

b. Does the agency have a procedure for obtaining race/ethnic data?

Yes _____ No _____

c. Does the agency have a procedure for obtaining primary language data?

Yes _____ No _____

d. Are the agency facilities handicapped accessible?

Yes _____ No _____

e. If not handicapped accessible, is an alternate site that is handicapped accessible available?

Yes _____ No _____

f. Does the agency have a procedure for communicating with persons with Limited English Proficiency (LEP)?

Yes _____ No _____

g. Does the agency have a procedure for communicating with individuals who are deaf, hard of hearing, blind, visually impaired, deaf-blind, or speech impaired?

Yes _____ No _____

h. Does the agency have a procedure to comply with the Drug-Free Workplace requirements under the Drug-Free Workplace Act of 1988?

Yes _____ No _____

i. Is the agency a Minority Provider? (A non-profit whose controlling board is comprised of 51% minority individuals, a business concern that is 51% owned by minority individuals or a publicly owned business which has 51% of its stock owned by minority individuals.)

Comprehensive General Liability Insurance & Worker's Compensation Acknowledgement Form

The New Hampshire Office of Attorney General requires that the Request for Proposal (RFP) package inform all Bidders of the State of New Hampshire's general liability insurance and worker's compensation requirements. Please complete and return this form and all required Certificate(s) of Insurance with your proposal.

Comprehensive General Liability Insurance: The limits of liability required are dependent upon your corporation's legal formation, and the annual total amount of contract work with the State of New Hampshire. Please select ONE of the three checkboxes below that best describes your corporation's legal formation and annual total amount of contract work with the State of New Hampshire.

		Select one
1	The contractor certifies that it IS a 501 © (3) contractor whose <u>annual</u> total amount of contract work with the State of New Hampshire does <u>not</u> exceed \$500,000.	
2	The contractor certifies that IS a 501 © (3) contractor whose <u>annual</u> total amount of contract work with the State of New Hampshire <u>equals or exceeds</u> \$500,000.	
3	The contractor certifies that it is NOT a 501 © (3) contractor.	
	Signature and Title and Date	

INSURANCE REQUIREMENTS for selection # 1 – Per RSA 21-1: 13, XIV. The general liability insurance provision for standard state contracts, requires any contractor who qualifies for nonprofit status under section 501 © (3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000 to have:

- Comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

INSURANCE REQUIREMENTS for selection # 2 or # 3 – Per Agreement (P-37) General Provisions, 14.1 and 14.1.1. Insurance and Bond: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance:

- Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence. *The State of New Hampshire MAY modify these amounts upon approval of the Attorney General.*

The policies shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Worker's Compensation: The following requirements must be met to enter into a contract with the State of New Hampshire:

- Demonstrate compliance with or exemption from compliance with the applicable Worker's Compensation statutes, including N.H. RSA chapter 281-A, and if applicable, RSA 228:4-b, RSA 21-I:80 and any other applicable laws or rules.
- To the extent you are subject to Worker's Compensation requirements, you must maintain, and require any subcontractor or assignee to maintain, payment of Worker's Compensation.
- If exempt from Worker's Compensation coverage, you must provide a letter of explanation that includes the reasons for the exemption. This letter will be included in the contract.

SUBMIT THIS SIGNED FORM WITH YOUR PROPOSAL IN ADDITION TO THE FOLLOWING:

A **current** Certificate (ACORD) of Comprehensive General Liability and Worker's Compensation Insurance coverage to include the following:

- 1) Certificate Holder shall be identified as:
State of New Hampshire,
NH Department of Health and Human Services
Bureau of Elderly & Adult Services
Catherine Cormier, Contract Administrator
129 Pleasant Street
Concord, NH 03301-3857
- 2) Clause requiring no less than 10 day Written Notice of Cancellation or Modification.
- 3) Letter of explanation if exempt from Worker's Compensation coverage

NOTE: For all insurance renewal(s), a certificate(s) of insurance must be submitted no later than fifteen (15) days prior to the expiration date of each of the insurance policies.

If your policy expires prior to submittal of your contract to Governor and Council, forward a current ACORD form to be included with the contract package.

ATTACHMENT SECTION: OTHER

1. Exhibit A Scope of Service: Section I Service/Program Requirements and Section II Other Terms and Conditions.
2. Sample Contract Documents are available for your review and **are not to be executed and returned with your proposal.**
 1. General Provisions, State Contract (P-37).
 2. Exhibit B, Purchase of Services
 3. Exhibit C Special Provisions

BEAS will send you the above items 1-4 plus an Abstract of Corporate Vote template to execute when a contract has been awarded. If federal dollars are included the following certificates will be included in the contract, if applicable.

1. Exhibit D Certification Regarding Drug-Free Workplace Requirements
2. Exhibit E Certification Regarding Lobbying
3. Exhibit F Certification Regarding Debarment, Suspension, and other Responsibility Matters
4. Exhibit G Certification Regarding the Americans With Disabilities Act Compliance
5. Exhibit H Certification Regarding Environmental Tobacco Smoke

EXHIBIT A
SCOPE OF SERVICE
FOR
DEAFNESS AND HARD OF HEARING
ACCESS AND SUPPORT SERVICES

SECTION I: SERVICE/PROGRAM REQUIREMENTS

The Contractor agrees:

SERVICE/PROGRAM DESCRIPTION

Deafness and Hearing Loss Access and Support Services refer to the communication support that deaf and/or hard of hearing individuals require in order to fully access DHHS' programs and services. Services are provided to DHHS clients, applicants and staff: The following components make up this service: Referral/finder Services, Communication Access Services (CAS), DHHS Communication Access Facilitation (DHHS-CAF), Hearing Assistance Technology Orientation (HATO), Communication Access Technology, and Educational workshops/training.

SERVICE GOALS

The Department of Health and Human Services applicants and clients, who have a hearing loss, will have equal access to DHHS services and programs through effective communication provided by utilizing the communication support services that the individual indicates is his/her mode of communication.

SERVICE/PROGRAM AND ADMINISTRATIVE REQUIREMENTS:

The Contractor agrees to provide the following service/program activities:

1. REFERRAL/FINDER SERVICES:

These services relate to the tasks and processes required to secure the most appropriate mode of communication access to serve the individual and the situation. The Contractor will not secure the services of foreign language interpreters or CAS interpreters for participants of the Division of Public Health's Multiple Offender Program under this contract but will process payments to these interpreters upon request of DHHS. Referral /finder services require the following:

1) Securing CAS interpreters:

- a. Search for, identify, and utilize licensed interpreters whose skills and expertise are most appropriate to the particular request;

- b. Utilize licensed interpreters approved under the NH Department of Education (DOE), under RSA 326-I;
- c. Utilize DOE approved Computer Assisted Real Time (CART) providers;
- d. Identify and maintain a list of licensed interpreters who would be available to respond to unplanned, urgent needs for communication access for BEAS or DCYF protective cases; and
- e. Secure out-of-state sign language interpreter if needed for emergency situations with prior approval of the DHHS Hearing and Vision Program Specialist or his/her designee.

2) Fees/Rates/Funding:

- a. The fee for each CAS Referral Request shall not exceed \$45.00.
- b. A maximum of one referral fee may be charged for each CAS Referral Request that the Contractor fulfills or attempts to fill.
- c. Interpreter services shall be paid in accordance with rates established by the NH Department of Education.
- d. Referral/finder Services funding shall not exceed \$9,500.00 for State Fiscal Year 2010 and \$9,500.00 for State Fiscal Year 2011.

3) Reports:

- a. Contractor shall secure from DHHS applicants, clients, DHHS or other referral sources, the following information which will be entered on a Referral Request Confirmation form and submitted to BEAS monthly: the date of the request for communication access services, name of the individual for whom access was requested, type of service requested, date(s), location and duration of services provided, name of communication access specialist, and name of DHHS program area requesting and/or coordinating the services.
- b. See Section II for other reporting requirements.

2. COMMUNICATION ACCESS SERVICES (CAS):

Services shall be provided upon request of DHHS staff, an applicant, client, or a community provider/resource in order to enhance access to specific DHHS' programs and services. Access shall be provided in the manner most appropriate to each individual's expressed preference for the communication modality that best meets his or her needs for successful communication.

CAS shall include but not be limited to:

1) Service categories:

- a. Licensed sign language/oral interpreters
- b. Communication Access Real-Time Reporters (CART)

- c. C-print transcription services
- d. Remote interpreter and CART services
- e. Deaf-blind tactile interpreters
- f. Certified Deaf Interpreters
- g. Foreign-language interpreters for BEAS' program applicants or clients only.

2) Persons eligible to receive services include:

- a. Deaf or hard of hearing clients, applicants or individuals who seek information, assistance or education from the following DHHS' specific program areas: Bureau of Elderly and Adult Services; ServiceLink Resource Centers; Division for Children, Youth and Family; Division of Child Support Services; and Division of Family Assistance and participants of the Multiple Offender Program of the Division of Public Health.
- b. DHHS staff and other individuals with hearing loss to support their participation at DHHS sponsored conferences, presentations, forums and meetings and for other services or activities with the prior approved of DHHS.

3) Fees/Rates/Funding:

The funding levels listed below are intended for payments for services rendered by individuals who provide CAS interpreter and foreign language interpreter services under this contract. Payment to the Contractor to process these payments is identified below in # 7.

- a. DHHS Communication Access Services for individuals identified e in 2.a, shall not exceed \$18,679.00 for State Fiscal Year 2010 and \$18,679.00 for State Fiscal Year 2011.
- b. DHHS Communication Access services for the venues specified in 2.b shall not exceed \$13,500 in State Fiscal Year 2010 and \$13,500 in State Fiscal Year 2011,
- c. Funding for foreign language interpreter services shall not exceed \$11,000 for State Fiscal Year 2010 and \$11,000 for State Fiscal Year 2011.
- d. Funding for participants of the Multiple Offender Program shall not exceed \$19,875 for State Fiscal Year 2010 and 19,875 for State Fiscal Year 2011.

3. COMMUNICATION ACCESS FACILITATION SERVICES

Communication Access Facilitation is a service to educate deaf and hard of hearing individuals about DHHS' programs and services and to facilitate the completion of individuals' applications for services and entrance into DHHS' spectrum of services. Individuals must be applying for services, eligible for services, receiving services or attending a DHHS program.

1) Communication Access Facilitation services include but are not limited to:

- a. Providing information about available technology and services for people who are deaf or hard of hearing who need assistance in order to communicate with DHHS staff and to participate in DHHS supported programs and activities;

- b. Facilitating effective communication for DHHS applicants and clients by identifying and recommending communication access modalities based on the individual's preferences, needs and situation;
- c. Facilitating the utilization of Relay NH Services, including Video and CapTel Relay Services by DHHS applicants and clients when appropriate as a means to communicate with DHHS staff;
- d. Providing assistance to individuals in completing DHHS applications and related forms or documentation that are required in order to determine eligibility or to continue eligibility for services;
- e. Providing education and support to applicants and clients to build their self-advocacy skills in securing communication access services while being served by DHHS;
- f. Attending meetings that applicants and clients have with DHHS staff, when needed, to facilitate the individual's understanding of DHHS program requirements and services.

2) Fees/Rates/Funding:

- a. DHHS shall reimburse the contractor at a rate of \$10.00 per 15-minute unit for DHHS Communication Access Facilitation Services as described above. Mileage shall be reimbursed at the current Federal mileage reimbursement rate.
- b. DHHS Communication Access Facilitation funding shall not exceed \$9,000.00 for State Fiscal Year 2010 and \$9,000.00 for State Fiscal Year 2011

4. HEARING ACCESS TECHNOLOGY ORIENTATION SERVICES (HATO)

Hearing Access Technology refers to the wide variety of equipment and devices, both simple and complex, that help individuals who are deaf or hard of hearing to be able to interact successfully with other individuals and in their environment. HATO Services means a person-to-person demonstration of alerting and assistive listening devices so that individuals can assess and use the technology that best meets their needs.

1) HATO services shall include:

- a. Establishing and maintaining, in a high visibility area, a display of available phone, alerting and assistive listening devices;
- b. Meeting with DHHS applicants and clients at the contractor's site, and upon the request of DHHS in their homes to demonstrate, explain, and assist individuals with trying out various equipment and devices including alerting and amplification equipment, and assessing what will best work for them;
- c. Conducting at least one presentation per month at NH senior centers, elderly housing sites or other elderly activity sites to demonstrate and explain the uses of available equipment and devices; targeting at least one facility in each county during the course of the contract period.

2) Fees/Rates/Funding:

- a. DHHS shall reimburse the Contractor for HATO services at a rate of \$10.00 per 15-minute unit for the services described above under 1.a. and 1.c. Compensation shall include time spent with the consumer(s) plus travel time to and from the location. Mileage shall be reimbursed at the current Federal mileage reimbursement rate in effect during the contract period.
- b. Funding for HATO services shall not exceed a total of \$9,000.00 for State Fiscal Year 2010 and \$9,000.00 for State Fiscal Year 2011.

5. COMMUNICATION ACCESS TECHNOLOGY

Communication access technology refers to assistive listening devices, equipment and aids that are used to augment communication for individuals who are hard of hearing or to provide the means for successful communication for individuals who are deaf.

1) Contractor requirements:

- a. With prior written approval from DHHS, purchase devices and technology, including the support of Video Relay and CapTel and a Telecommunication Device for the Deaf (TDD/TTY) and maintain an inventory of equipment and devices for use under the terms of this contract;.
- b. Provide devices and technology to DHHS applicants and clients on a loan basis;
- c. Make available the use of a TDD/TTY device to DHHS as needed;
- d. Deliver and maintain an inventory of assisted listening devices loaned to DHHS state and district office staff and ServiceLink Resource Centers.
- e. Maintain all equipment that is procured under this contract or through a previous contract with DHHS, if applicable, including the cost of repairs or replacement of a defective item.

2) Fees/Rates/Funding:

- a. DHHS shall reimburse the Contractor for the following:
 - Costs of devices and technology purchased during the contract period with copy of vendor invoice provided;
 - Postage for aids and equipment mailed at the request of DHHS with copy of postage receipt provided;
 - Handling fee of \$25.00 per device or aid for sanitizing and ensuring the functional status of the equipment; and
 - Costs for repairs for aids and equipment that are sent back to the manufacturer, including costs for shipping and handling.

- b. Communication Access Technology funding shall not exceed a total of \$2,000.00 for State Fiscal Year 2010 and \$2,000.00 for State Fiscal Year 2011.

3) Other Terms:

- a. There shall be no rental fees charged to DHHS for use of devices and technology purchased under this contract.
- b. Devices and technology purchased under this contract, or through a previous contract with DHHS if applicable, is the property of the State of New Hampshire.

6. EDUCATIONAL WORKSHOPS AND TRAININGS:

Upon the written request of DHHS, the Contractor shall provide educational workshops and training to DHHS staff, consumers and clients on topics pertaining to hearing loss and deafness such as communication strategies, parenting techniques and skills for parents with hearing loss, medical and legal access issues, etc.

1) Educational Workshops and Training include:

- a. Conducting presentations or workshops, conferences or other trainings;
- b. Obtaining prior written approval from BEAS to enter into sub-contracts to provide educational presentations not provided directly by the Contractor
- c. Developing and conducting individualized sign language instruction for individuals or small groups, or for families in which at least one person is deaf or hard of hearing, at the agency's site or at a mutually agreed upon site. Under this service, the individual in primary need of instruction must be over the age of 60 or a physically disabled adult between the ages of 18-64.

2) Fees/Rates/Funding:

- a. DHHS shall reimburse the Contractor at the rate of \$45.00 per hour for educational presentations conducted directly by the Contractor, including one hour of preparatory time at \$45.00 per presentation, if required. Travel time to and from the location(s) is included. Mileage shall be reimbursed at the Federal mileage reimbursement rate in effect during the contract period.
- b. Funding for educational presentations provided directly by the Contractor shall not exceed \$3,000.00 in State Fiscal Year 2010 and \$3,000.00 in State Fiscal Year 2011.
- c. Funding for sign language instruction shall not exceed \$3,500.00 in State Fiscal Year 2010 and \$3,500.00 in State Fiscal Year 2011.
- d. Funding for speakers' fees from professionals in the field of hearing loss and deafness who are not employed by the Contractor shall not exceed \$500.00 per event.

- e. Funding for speakers' fees identified in d. above, shall not exceed \$1,000.00 in State Fiscal Year 2010 and \$1,000.00 in State Fiscal Year 2011.

7. PROCESSING PAYMENTS OF DHHS APPROVED INVOICES:

1) The following invoices as approved by DHHS shall be processed for payment by the Contractor:

- a. Communication access providers; including participants of the Multiple Offender Program.
- b. Foreign language interpreter services for BEAS' clients;
- c. Hearing Assistance Technology providers; and
- d. Other invoices approved by DHHS.

2) Fees/Rates/Funding:

- a. DHHS shall reimburse the Contractor at a rate of \$25.00 per invoice processed.
- b. Funding for processing invoices shall not exceed \$7,125.00 for State Fiscal Year 2010 and \$7,125.00 for State Fiscal Year 2011.

SECTION II OTHER TERMS AND CONDITIONS

1. Quality Assurance:

- 1) The Quarterly Program Service Report shall be submitted by the 15th of the month following the State Fiscal Year quarter reported. The Quarterly Program Service Report is to be completed in accordance with instructions provided by the Bureau of Elderly and Adult Services and sent to the Bureau of Elderly and Adult Services, Finance and Business Operations, 129 Pleasant Street, Concord, New Hampshire 03301-0387.

The Contractor shall document program and financial data in the Quarterly Program Service Report as requested by BEAS, including the following program data:

- a. Number and types of Communication Access Requests received from DHHS;
- b. Number of requests successfully filled;
- c. Number of persons who received services from a DHHS-Communication Access Facilitation specialist in order to access services from DHHS;
- d. Number of Hearing Assistance Technology Orientation services provided;
- e. Education and workshops;
- f. Number of educational workshops/training provided at the request of and for DHHS staff and contracted agencies and include a copy of agendas and a list of attendees
- g. # of Non-Contractor Workshops and a copy of agendas and a list of attendees;
- h. Number of individualized sign language classes held, # of persons served.
- i. Number of invoices processed and paid as directed by BEAS.

2) The Contractor agrees to obtain client feedback as to the quality of services provided and report the outcome to BEAS in the Quarterly Program Service Report due January 15, 2010 and January 15, 2011 and to participate in any future Quality Assurance Measures adopted by the Bureau of Elderly and Adult Services.

3) Performance Measures

BEAS has identified the following Benchmarks that indicate the degree of success of the Contractor's performance. The Quarterly Program Service Report will be the means by which the outcomes of these performance measures are reported.

Performance Measures	BEAS Benchmark
Number of DHHS Communication Access Services (CAS) referrals filled.	90% of DHHS CAS referrals filled.
Number of requests for DHHS Communication Access Facilitation Services (DHHS-CAF) filled.	90% of DHHS-CAF requests filled.
Number of requests for Hearing Assistance Technology Orientation filled.	90% of HATO requests for services are provided.
Number of workshops/training requested by DHHS are provided.	90% of workshops/training requested by DHHS are provided.
Number of DHHS approved invoices are processed for payment.	100% of Invoices are processed and paid.
Quality of Service	90% of client feedback is positive.

2. Termination Plan/Assurance:

- 1) In the event that services are terminated for any reason by the Contractor, at least a ninety (90) day prior written notice addressed to the Bureau Administrator, Bureau of Elderly and Adult Services is required.
- 2) The Contractor shall maintain a plan that addresses the needs of clients receiving services in the event that:
 - Service(s) are terminated or planned to be terminated prior to the termination date of the contract;
 - The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
 - In the event that services are terminated for any reason by the Contractor.
 - Any substantive change of the services terms or conditions outlined in the contract or sub-contracts.

3. Consumer Grievance Process:

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

- Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

4. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between BEAS contracted providers. The process shall ensure

- Uninterrupted delivery of services for clients;
- A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

5. Sub contracts:

- 1) With prior written approval from BEAS, the Contractor may enter into subcontracts with vendors as needed.
- 2) Prior to entering into subcontracts supported with Federal funds, the Contractor shall consult the ineligible parties list to ensure that potential subcontractors are eligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." The list is available on the Web at <http://www/epl.gov>.

6. Compliance with Laws and Regulations:

Contractor shall submit to the Bureau of Elderly and Adult Services proof of current licenses/permits etc., as described in Exhibit C Special Provisions # 15 Operations of Facilities that covers the entire contract period from July 1, 2009 through June 30, 2011. Failure to submit current copies of licenses/permits, etc. may result in the Bureau of Elderly and Adult Services withholding payments until licenses are submitted. Provide BEAS with copies of any inspection deficiency reports and corrective action plans.

7. Criminal Background and Adult Protective Service Registry Checks:

- 1) Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.
- 2) Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.

8. Rules and Policies:

Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.

9. Invoices and Financial Reporting:

- 1) Monthly invoices and financial reports and annual financial reports shall be submitted to BEAS as described in Exhibit B Purchase of Services.
- 2) Adjustments to the budget during the contract period will be made only with prior approval of DHHS.

10. Fiscal Requirements:

Assure appropriate accounting practices, procedures and laws are adhered to and participate in reporting requirements as outlined in the Standard State Contract (P-37) and Exhibits A and B.

11. Audit Requirements:

- 1) On or before ____ (Date) _____, the Contractor shall deliver to the State, at the address set forth in Section 1.2 of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement. The Contractor shall provide the State with a copy of their most current independent audit during the entire contract period.
- 2) The following requirement shall apply if the Contractor is a State or Local Government or an Institution of Higher Education or Other Non-Profit Organization: If the federal funds expended under this or any other Agreement from any and all sources exceeds \$500,000 in the aggregate in a one year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.

12. Board of Directors:

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.

13. Debarment, Suspension and Other Responsibility Matters:

If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

14. Funding Level:

The dollar amount of this contract, identified in the General Provision (P-37), Price Limitation, and further detailed in Exhibits A and B, of this contract, is based upon and subject to passage of the funding levels for these services/programs contained in the final State Budget for State Fiscal Years 2010 and 2011. If the final State Budget is not approved at this proposed level, the funding level of this contract will be adjusted accordingly.

15. Contract Amendments:

The Bureau of Elderly and Adult Services may adjust (increase/decrease) the contract amount during the contract period based on program performance, fiscal expenditure, and contract requirements. If the action taken requires a contract amendment, it shall be submitted to Governor and Executive Council for approval.

16. Entire Agreement:

Note to Bidders: A list of documents that make up each specific contract will be identified here by BEAS once the contract is prepared and they will be incorporated by reference into this Agreement.

EXHIBIT B

PURCHASE OF SERVICES

Contractor Name: _____

Program Period: _____ through

- (1) Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, at the following rate(s):

- (2) It is understood that in no event shall the total payments made by the Bureau of Elderly and Adult Services under this Agreement exceed the sum of \$ X.

- (3) The Contractor will submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay the Contractor one twelfth of the contract amount or the amount of the invoice which has been approved by the Bureau of Elderly and Adult Services. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services

- (4) Invoices shall be due by the 15th of the month following the month in which services are provided.

- (5) The Bureau of Elderly and Adult Services may make an adjustment of the payment amount and/or a suspension of the one twelfth payment amount if any of the following occur: Invoices are received over a two month period after the due date identified in paragraph (4). The Quarterly Program Service Reports or missing client invoices are not submitted in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services.

- (6) DRAFT CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES (FOR TITLE III, GENERAL FUNDS)

The Contractor shall complete and submit a signed DRAFT CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Bureau of Data Management.

Draft Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
State Office Park South, Brown Building
129 Pleasant Street
Concord, N.H. 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, _____, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

	From:	To:	
(Contractor Name)	(Period Covered by this Certification)		

(Name & Title of Authorized Contractor Representative)

(Contractor Representative Signature) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Socail Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

Contract Period: _____ through _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

(Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion - Lower Tier Covered Transactions,” provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

(Contractor Name)

(Date)

Contractor Initials: _____

Date: _____

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

(Contractor Name)

(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor’s representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

(Contractor Name) (Date)

Subject: _____

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
<p>1.13 Acknowledgement: State of _____, County of _____</p> <p>On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.</p>			
1.13.1 Signature of Notary Public or Justice of the Peace			
[Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)			
By:		Director, On:	
1.17 Approval by the Attorney General (Form, Substance and Execution)			
By:		On:	
1.18 Approval by the Governor and Executive Council			
By:		On:	

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement (“Effective Date”).
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State’s representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer’s decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR’S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.